

1 Q Yes. And if we did that same analysis,
2 the LVR had a discrepancy with the LSR as revised,
3 we would know it was an error not created by
4 Cavalier; isn't that right?

5 A (Mr. Toothman) True.

6 Q And the only other inputting party would
7 have been Verizon; isn't that right?

8 A (Mr. Toothman) Well --

9 Q Or systematic problem could have been at
10 Verizon; right?

11 A (Mr. Toothman) Sure, I'll give you that.

12 Q Now, isn't it true that if the CLEC
13 undertakes an LVR review and locates errors and
14 brings those errors to Verizon, that will reduce the
15 number of errors appearing in the Verizon directory?

16 A (Mr. Toothman) Correct.

17 Q And that will make for a better Verizon
18 product, will it not?

19 A (Mr. Toothman) It will make for a better
20 product for our end user, that their listing is
21 correct in the directory.

22 Q The public at large?

1 A (Mr. Toothman) Right.

2 Q Gets a better directory?

3 A (Mr. Toothman) Right.

4 Q Verizon doesn't pay anything in that event
5 to Cavalier?

6 A (Mr. Toothman) If Cavalier brings a
7 discrepancy to our attention and we correct it prior
8 to publication, no, we do not.

9 Q Is the LVR process Cavalier-specific or
10 does it apply to CLECs generally?

11 A (Mr. Toothman) We make it able to all
12 CLECs.

13 Q Now, turning your attention to page 5,
14 lines 10 to 12 of rebuttal, I should say lines 9 to
15 10, you stated, did you not, "In order to compare a
16 customer listing to a listing verification report,
17 Verizon would have to create special logic for its
18 database that would determine in which directory the
19 listing would eventually appear"; isn't that right?

20 A (Mr. Toothman) Yeah, that's in the
21 rebuttal.

22 Q Now, if Verizon, in fact, created that

1 special logic, that would not be applicable to
2 Cavalier only; that would be applicable to CLECs
3 generally; isn't that right?

4 A (Mr. Toothman) Correct. Let me -- if I
5 could elaborate on what that logic is.

6 Again, when the listing is in our
7 database, at that point in time, we don't know
8 exactly what directory that listing will appear in.
9 So if we get an LVR from our directory services
10 organization, to be able to pull out of our database
11 what listings to compare it with, right now we do
12 not have that capability.

13 Q But if you did, it would work for every
14 CLEC?

15 A (Mr. Toothman) True.

16 Q Okay.

17 A (Mr. Toothman) But I don't want to -- I'm
18 sorry to interrupt, but I don't want to minimize the
19 point that I believe you're bringing out the point
20 if we compared the LSR to the LVR, we could see
21 where the mistake lies. I can't compare the LSR to
22 the LVR. I don't have that information.

1 Some of those listings have been in that
2 directory under Cavalier for a couple or three
3 years. I don't have three years' worth of a
4 million-plus LSRs available to me to make that
5 comparison.

6 Q But if Cavalier maintains the LSRs as
7 revised compares them against the Verizon LVR, you
8 could determine whose fault the error was; isn't
9 that right?

10 A (Mr. Toothman) Yes.

11 Q Turning to page 1, line 19 of rebuttal, I
12 believe you stated: "It is patently unfair to
13 insist that Verizon be 100 percent responsible for
14 free white page or yellow page omissions or errors."
15 Isn't that right?

16 A (Mr. Toothman) That's what's in the
17 rebuttal.

18 Q Now, some errors are going to be
19 Cavalier's; isn't that right?

20 A (Mr. Toothman) True.

21 Q So it would be patently unfair to require
22 Verizon to be 100 percent liable, even with the

1 knowledge that Cavalier makes errors; isn't that
2 right?

3 A (Mr. Toothman) True.

4 Q Okay. Now, have you had a chance to
5 review the proposed contract language for this
6 section, Cavalier's proposed contract language?

7 A (Mr. Toothman) I believe so, yes. Is
8 that on the JDPL?

9 Q Yes, and you will find it lined up for
10 issue C18.

11 A (Mr. Toothman) Do you have a reference?

12 Q Well, I would like you to tell me where in
13 Cavalier's proposed language there is any suggestion
14 that Cavalier's proposal proposes that Verizon be
15 100 percent liable for all errors.

16 A (Mr. Toothman) I'm not aware of any
17 place.

18 Q Okay. So Cavalier is not proposing that;
19 isn't that right?

20 A (Mr. Toothman) I think this statement is
21 in reaction to, I guess, the direct testimony as
22 opposed to contract language.

1 Q Okay. But we're talking about contract
2 language ultimately; isn't that right?

3 A (Mr. Toothman) Sure.

4 Q If you could turn to page 4, lines 12 to
5 13 of your rebuttal.

6 A (Mr. Toothman) I kind of shrank my
7 rebuttal down.

8 Q Take your time.

9 A (Mr. Toothman) When you read it, I can
10 find it. I didn't want to carry all that paper with
11 me.

12 Q Okay. I believe you stated that Verizon
13 proposes that the parties use commercially
14 reasonable efforts to ensure accurate listings.

15 A (Mr. Toothman) Yeah, I think that's a
16 phrase in the contract -- I mean -- yeah, in the
17 contract.

18 Q Can you describe the "commercially
19 reasonable efforts" that Verizon employs now to
20 check the accuracy of its listings?

21 A (Mr. Toothman) Well, we do many things to
22 ensure accuracy of listing, starting with

1 flow-through. We spent a lot of effort to make as
2 much listings flow through as possible, and we cite
3 80 percent for Cavalier, it's -- for other CLECs,
4 for CLECs, in general, it's more like 90 percent of
5 the listings flow through.

6 As we cited earlier, that means that
7 there's no manual intervention, and the directory
8 information is just transposed electronically.

9 We've also spent a lot of resources to
10 enable CLECs to move the listings without having to
11 restate the listings. This is what we call the
12 process where a CLEC can indicate on the LSR, just
13 to move the listings as is, it doesn't require the
14 CLEC nor Verizon to restate the listings.

15 And we provide the information back, as we
16 said earlier, on the confirmation and on the billing
17 completion notice as to enable the CLEC to check
18 those listings that we've actually entered into the
19 system, except for the complex systems that we
20 mentioned earlier.

21 And we provide other tools to the CLEC,
22 such as the dark listed inquiry, so you can see the

1 listing was posted to the database, the listing
2 verification report, so you can see how the listings
3 will appear just prior to publication.

4 And we do specific quality checks, where
5 we look at directory listing service orders as
6 they're going downstream to look at comparing those
7 to the LSR, and more or less a real-time basis. And
8 we do those quality checks when we find
9 discrepancies.

10 We look for trends and other
11 commonalities. And we will provide refresher
12 training to the individual involved, but also to the
13 group as a whole, of where they need to be careful
14 and be cognizant of possible errors occurring in the
15 directory listing process.

16 Q Okay. Now, in that event, when your
17 analysis reveals an error, does that error get
18 changed by the time it gets to the LVR?

19 A Yes.

20 Q Okay. Now, out of all of those possible
21 ways for --

22 A I wasn't done, but go ahead.

1 Q Go ahead.

2 A (Mr. Toothman) No, that's all right --
3 I'm sorry. There's also supervisory audits that a
4 supervisor will audit a service rep on all the
5 records that they issue, and during the supervisory
6 audits, we also look specifically at directory
7 listings.

8 And we provide a couple groups to the
9 CLECs to interface with to work on directory
10 listings. One we call the directory customer care
11 team, which is a group of dedicated folks for the
12 CLECs to work with on directory listing issues,
13 primarily LVR issues, but any other issues that come
14 up.

15 And the last thing we have, we have what
16 we call a wholesale customer care center, which is
17 there to take trouble reports from CLECs, if they
18 see something wrong with the information that
19 Verizon provides.

20 Q Okay. Now, in that universe of activities
21 that you and Verizon are engaging in for quality
22 control, none of it involves checking whether the

1 LVR actually was produced with errors?

2 A (Mr. Toothman) We do not check the LVR.

3 MR. LERNER: Are you about finished,
4 Mr. Stubbs?

5 MR. STUBBS: Almost. I am finished.

6 MS. NEWMAN: We have no questions.

7 MR. LERNER: No questions from Verizon.

8 MR. KOERNER: I have a few questions.

9 Regarding for Verizon's witnesses, Verizon's yellow
10 page affiliate, do they have access to the directory
11 databases?

12 MR. TOOTHMAN: To clarify, there's a
13 database on, let's call it, the ILEC side of the
14 directory listings, and then there's a database on
15 the VISD, the Verizon information services side. So
16 they have that database which contains all listings
17 for Verizon retail and all CLECs.

18 One thing I did want to make clear that I
19 didn't earlier. We're talking about yellow page
20 listings and white page listings. Those listings
21 are in the same database. It's not like we have a
22 yellow page database and a white page database.

1 It's one database that contains the same listing.

2 MR. KOERNER: And both Verizon companies
3 have access to that data; is that what you're
4 saying?

5 MR. TOOTHMAN: Yes.

6 MR. KOERNER: Does the yellow pages
7 affiliate play any role in the compensation that
8 Verizon provides its own customers in case of an
9 error to any of the listings?

10 MR. TOOTHMAN: Not for the basic white
11 page listing, no. But keeping in mind that the
12 yellow page organization, or VIS as we call them,
13 they do advertising work. If you get half a page of
14 ad in the yellow pages advertising, and there's also
15 some advertising revenue that flows back into the
16 white pages such as bolding or a blueprint, the
17 charges for those advertising is between VIS and the
18 end user.

19 If there is some problem, some error,
20 compensation would be given the end user directly by
21 the VIS for the advertising.

22 MR. KOERNER: What about on occasions

1 where a customer has both a white pages listing and
2 a yellow pages listing, experiences an error in
3 their white pages listing but not on their yellow
4 pages listing? Are there occasions where the yellow
5 pages affiliate plays any role in making that
6 customer whole?

7 MR. TOOTHMAN: If it's just a white page
8 only listing problem?

9 MR. KOERNER: Yes.

10 MR. TOOTHMAN: I would say no, unless
11 Mr. Spencer wants to --

12 MR. SPENCER: Well, if it's a page
13 listing, I guess yellow pages would be responsible
14 for that. If we're talking about the free listing,
15 the ILEC would be responsible.

16 MR. KOERNER: Both the free yellow pages
17 listing or the white pages listing?

18 MR. SPENCER: That's correct.

19 MR. KOERNER: Why is it that Verizon
20 opposes Cavalier's reference to Verizon's tariff in
21 proposed section 19.1.6.1?

22 MR. SPENCER: I'm sorry, could you ask the

1 question again, please? And let me go back,
2 Mr. Koerner, I do want to clear up the record.

3 The ILEC, if it's a paid listing, the ILEC
4 would be responsible for crediting the retail
5 customer in that instance. For a white page.

6 MR. TOOTHMAN: Any white page.

7 MS. NATOLI: Can I clarify? Even if the
8 customer were a Cavalier customer? What if it's a
9 Cavalier customer who's got his white pages listing,
10 who it was a paid listing to modify it out of VIS?
11 Who compensates that customer to make them whole?
12 Or does anyone?

13 I think -- sorry. Answer first, and then
14 I'll --

15 MR. SPENCER: I think in that situation,
16 the relationship would be between Cavalier and its
17 customer, and it would be up to Cavalier to
18 determine the appropriate compensation.

19 MS. NATOLI: And I think we've just hit
20 one of the problems, because the error was made by
21 Verizon information systems to the white pages
22 listings of which Cavalier is the telephone service

1 provider, and the customer doesn't seem to
2 understand how this all occurred and -- okay. I
3 think.

4 Is that -- I mean, we're trying to
5 understand what the real root of the problems are
6 here that we're being asked to address. Is that one
7 of the problems?

8 MR. STUBBS: Yes.

9 MR. SPENCER: I think so.

10 MS. NATOLI: Thank you.

11 MR. KOERNER: In Cavalier's proposed
12 language, they make a reference to Verizon's tariff,
13 and I believe in one of your testimonies that you
14 object to that reference. And I was curious why.

15 MR. SPENCER: Well, under our proposal,
16 our proposal doesn't -- our credit proposal doesn't
17 tie back to our tariffs.

18 MR. KOERNER: It restates a portion of the
19 tariff?

20 MR. SPENCER: It does not. And maybe it
21 would be helpful to better understand what Verizon's
22 proposal is, if you could allow me just a minute.

1 MR. KOERNER: Yes, please.

2 MR. SPENCER: But to kind of give us a
3 proper reference. Let me share with you what we do
4 in the retail operations. In developing the credit
5 that's due a retail customer, we base that based on
6 up to one-half the rate that Verizon's retail
7 customer would pay us for the line that's used in
8 the provision of local exchange service.

9 So again, it's based on the rate that
10 Verizon's retail customer pays us, and that rate
11 would also be based on where the customer is
12 located.

13 Now, we have taken that and used that as a
14 foundation in developing the proposal that we have
15 here in front of us today. Under the wholesale
16 credit proposal that we have here today, it would be
17 based on one-half the rate that in this instance
18 Cavalier would pay us for the use of that line, and
19 it would also be based on where that line was
20 located. So the principle is the same.

21 But it's based on the rates that are paid
22 to us in a retail environment versus the rates that

1 we would provide credits to or on to our own retail
2 customers.

3 MR. KOERNER: And those rates that are
4 going to be in -- would be in the contract under
5 your proposal.

6 MR. SPENCER: Absolutely.

7 MR. KOERNER: Are they related somewhat to
8 what's contained in your tariffs for your own
9 customers? Is that fair?

10 MR. SPENCER: They are not.

11 MR. KOERNER: So they're entirely
12 different?

13 MR. SPENCER: No, they're based on the UNE
14 loop prices that Cavalier would pay us for use of
15 those facilities.

16 MR. KOERNER: So if you were to, for
17 instance, change your tariffs with regard to how you
18 compensate your own customers, that would have no
19 impact on what you would be doing for Cavalier's
20 customers under the contract?

21 MR. SPENCER: Not under our proposal,
22 that's correct.

1 MR. KOERNER: Okay, let's see. I noticed
2 also, Verizon, that Cavalier objected to a change
3 from the word "same" to the word "comparable" in
4 your proposed 19.1.6 to describe the relationship
5 between Verizon's treatment of Cavalier's customers
6 and Verizon's treatments of its own customers. What
7 was intended by that word change?

8 MR. SPENCER: Well, I don't believe our
9 arbitration position has changed. It is a different
10 proposal on the table coming into this arbitration
11 than was on the table during the mediation exercise.
12 And so the proposal is different.

13 It's not based on the same rates or based
14 on the same credits that would be provided in a
15 retail environment. It's a proposal that's
16 comparable to the way we provide and develop those
17 credits.

18 MR. KOERNER: It's comparable to the way
19 you developed them, not necessarily comparable to
20 the rate that would apply in the case of an error?

21 MR. SPENCER: Again, it's developed on the
22 basis of the rates that Cavalier pays us, as well as

1 where those lines are located, similar to the
2 process that we use in the retail environment.

3 MR. KOERNER: Okay. Also, Verizon,
4 Cavalier's proposed language in 19.1.3 requiring ALI
5 information, also includes the possibility of other
6 information. If that language were changed, and
7 they just requested the ALI codes and the language
8 "other information" was not there, would that
9 eliminate Verizon's objection to that proposed
10 language?

11 MR. SPENCER: I don't see 19.1.3 in the
12 JDPL, but I think maybe Mike is a better person to
13 answer that.

14 MR. KOERNER: It may not be in the JDPL.
15 I know it's in the contract as marked up by the
16 parties. I didn't notice it in the JDPL, though.

17 MR. TOOTHMAN: As I remember the language,
18 and I can't find it right now, our first concern, as
19 you indicate, is the term "other" is somewhat open,
20 right. So we didn't understand what we meant by
21 "other."

22 But I guess the language is something to

1 the effect that Verizon must supply Cavalier with
2 the ALI code information to enable them to be able
3 to process listings. So we would not object to the
4 fact that we do provide -- we will provide them the
5 ALI code information.

6 MR. KOERNER: So it really is just the
7 "other information" idea that you object to.

8 MR. TOOTHMAN: Right.

9 MS. GRILLO: Can I interject for a second?
10 Do you want to see, Mike, that specific --
11 before you decide that?

12 MR. TOOTHMAN: That would be helpful. I
13 just brought the JDPL here.

14 MR. KOERNER: I don't think that document
15 is complete in all respects. It's 19.1.3.

16 MR. TOOTHMAN: So I'm reading 19.1.3, the
17 underlined language which is, I guess, Cavalier
18 additions to the base contract.

19 "Verizon will supply Cavalier with ALI
20 codes and other information prior to processing" --
21 I think, now that I'm reading the last sentence, it
22 basically says that if we don't supply the accurate

1 information, then Verizon will be solely responsible
2 for any directory errors that may occur and take
3 appropriate steps.

4 My concern with that language is if we
5 don't supply the information and Cavalier needs to
6 operate on the listing, what needs to happen is they
7 need to report a trouble report. I mean, there's
8 some responsibility on their part that if the
9 information is not there, they need to report a
10 trouble report to the wholesale customer care
11 center.

12 So I'm not sure I would say I agree with
13 that language totally. I'm saying that Verizon
14 would be solely responsible, because I think there
15 is some responsibility on behalf of Cavalier to
16 recognize information is missing and to report that
17 to Verizon.

18 MR. KOERNER: Okay. I have no more
19 questions for Verizon's witnesses, but I have a few
20 for Mr. Clift and Mr. Hilder.

21 Could you explain the difference between
22 preproduction errors and post production errors and

1 how your proposed language would deal with both
2 types of errors.

3 MR. HILDER: I can speak towards
4 preproduction errors and post production errors; he
5 can speak towards the second half of that question.

6 I think what Verizon is inferring for
7 preproduction errors would be those errors that
8 occur before the actual book is produced. Post
9 production errors would be the book is produced and
10 then errors are found actually printed in that book.
11 Preproduction errors, hopefully, are found and
12 corrected by the time they're actually printed in
13 the book.

14 MR. KOERNER: So the monetary penalties
15 would only be applying to post production errors
16 because there could be another way to resolve
17 preproduction errors, that is fixing them.

18 MR. CLIFT: That's correct.

19 MR. KOERNER: Okay, thanks.

20 Regarding the same language in 19.1.3,
21 which we were discussing with Mr. Toothman, what do
22 the words "other information" mean?

1 MR. CLIFT: The requirement today that we
2 have to supply an ALI code on a directory listing
3 was a requirement that Verizon imposed on all
4 directory listings, and Todd will have more
5 specifics on that. But it's something that they
6 modified and changed a couple years ago.

7 We didn't -- in the past, you know, I'm
8 just going to say generically, two years ago we
9 didn't have to have ALI codes. Verizon all of a
10 sudden said to make a listing change or add to a
11 change, you needed ALI code, and they modified that.

12 So other information only addresses the
13 fact that, once again, the rules may be changed, and
14 we want them to ensure that they supply the
15 information that they said they're going to supply
16 the information.

17 They may supply an ALI code, but if the
18 ALI code is incorrect, we want some recognition in
19 the contract that says there's some understanding
20 that it has to be sufficient information; it can't
21 be an incorrect ALI code under the guise of a
22 correct ALI code.

1 That's all that was attempting to do is
2 provide at least something in writing that at least
3 provides something in writing or some assurances
4 that focuses in on their ability to supply what we
5 need to process a correction.

6 MR. HILDER: If I may add to what
7 Mr. Toothman had just mentioned, that the CLEC can
8 and should open trouble tickets when those ALI code
9 reports are incorrect. We've done that, and it
10 hasn't always worked as I feel it should have
11 worked.

12 We've opened 10 trouble tickets just for
13 ALI code spreadsheet issues since May, and one in
14 particular lasted over two months before that was
15 resolved. In that event, we were getting the same
16 ALI code report week after week after week for a
17 period of actually closer to three months, but there
18 was a month before we actually discovered it and
19 opened up that trouble ticket.

20 So it's just a process of opening up the
21 trouble ticket itself, doesn't mean it's going to be
22 resolved the next day. At least in our experience,

1 it's taken months. And meanwhile, the problem
2 continues to happen.

3 MR. KOERNER: Okay. Cavalier proposed
4 section 19.6.1. Why is it that Cavalier references
5 Verizon's tariff?

6 MR. CLIFT: The Verizon tariff provides
7 some language as to what that really attempts to
8 mean, and it references the tariff because that's
9 where they specify what that means, and then we go
10 further to say, obviously, what -- in practice how
11 we can implement what that says. And it provides
12 some specificity into what that tariff says.

13 The proposal, as Mr. Spencer attempts to
14 identify, does want say that in Verizon's SCC tariff
15 number 201.

16 So it references the same treatment, and I
17 just would have a question of Mr. Spencer's proposal
18 of how that will work, because there's a number of
19 Cavalier customers that are served via direct
20 connections and not served with any purchase of an
21 unbundled loop, so if directory error -- we talked
22 about the department store example, so if there was

1 a listing or several listings in that department
2 store example that were incorrect, and we served
3 that department store via our own facilities, and we
4 didn't buy any unbundled loops, I'm not so sure how
5 Mr. Spencer's proposal would address that.

6 Certainly, the language that we proposed
7 here would account for that situation, and it would
8 attempt to match how the same treatment that they
9 provide their own retail customers.

10 MR. SPENCER: I would be more than happy
11 to respond.

12 MR. KOERNER: Would you prefer to respond,
13 sir?

14 MR. SPENCER: I would.

15 MR. KOERNER: You certainly may.

16 (Laughter.)

17 MR. SPENCER: Let me just comment on the
18 tariff reference that's in the Cavalier proposal.

19 Again, that's not the basis for our
20 proposal. Even though Mr. Clift would suggest that
21 his proposal would comport to the rates and terms
22 under this section, he then goes on to outline a